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8 UNITED STATES BANKRUPTCY COURT
9 EASTERN DISTRICT OF CALIFORNIA
10 SACRAMENTO DIVISION

11 In re:) Case No. 09-26417 CMK
12 SUMMERFIELD APARTMENTS) Chapter 11
IN DIXON, LLC,)
13 Debtor.) WFH-6
14 _____) Hearing:
15 November 17, 2009
9:30 a.m.
16 Honorable Christopher M. Klein
Department C
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20 **STATEMENT OF PACIFIC COAST BANKERS' BANK, AS AGENT,**
REGARDING APPLICATION FOR INTERIM ALLOWANCE OF
FEES AND COSTS OF WILKE, FLEURY, HOFFELT, GOULD & BIRNEY, LLP
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23 PACIFIC COAST BANKERS' BANK, as agent (in that capacity, the "Bank") for BANK
24 OF SACRAMENTO ("BoS") with respect to the senior deed of trust held by BoS encumbering the
25 principal asset of SUMMERFIELD APARTMENTS IN DIXON, LLC (the "Debtor"), the debtor and
26 debtor in possession in the above-captioned Chapter 11 case (the "Case"), respectfully submits
27 this statement regarding the Application for Interim Allowance of Fees and Costs of Wilke,
Fleury, Hoffelt, Gould & Birney, LLP, filed in the Case on October 19., 2009 [Docket No. 107]
28

1 (the “**Application**”; that firm, the “**Debtor’s Counsel**”; and this statement, this “**Statement**”),
2 counsel for the Debtor in the Case¹.

3 As the Application notes with respect to the approximately \$102,000 held by the
4 Debtor as of the end of September, “Debtor recognizes that the secured creditors assert that
5 these funds are cash collateral, and will not disburse these funds without court approval or
6 consent of the secured creditors.” Application, p. 4, ll. 25.5–26.5. Indeed, pursuant to the
7 Interim Order Authorizing Use of Cash Collateral and Adequate Protection entered in the Case
8 on October 2, 2009 [Docket No. 103] (the “**Cash Collateral Order**”)², the Debtor may not use
9 any Cash Collateral except “to pay (but only to pay) the ordinary, reasonable, and actual costs
10 and expenses of operating the Debtor’s real property located at 400–480 Ellesmere Drive,
11 Dixon, California (the ‘**Real Property**’), and renovating certain units of the Real Property”
12 (those expenses, the ‘**Permitted Expenses**’)” (Cash Collateral Order, ¶ 2, p. 2, ll. 17–20), and
13 legal fees and costs of the Debtor’s Counsel are not among the Permitted Expenses of the Real
14 Property.

15 Thus, in light of the Debtor’s recognition that, notwithstanding any granting of the
16 Application, it may not pay them without the consent of the Bank and BoS, the Bank has no
17 objection to the Application.

18 Dated: November 3, 2009.

JEFFER, MANGELS, BUTLER & MARMARO LLP
ROBERT B. KAPLAN
NICOLAS DE LANCIE

20 By: _____/s/ *Nicolas De Lanie*
21 Nicolas De Lanie

22 Attorneys for Secured Creditor
23 PACIFIC COAST BANKERS’ BANK, as Agent

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25 ¹ While there are no factual issues raised by this Statement, pursuant to Local Bankruptcy Rule 9014-1(f)(1)(ii),
the Bank consents to the Court’s resolution of disputed material factual issues pursuant to FRCivP 43(e) as
made applicable by FRBP 9017.

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27 ² A capitalized terms used but not defined in this Statement have the meanings given those terms in the Cash
Collateral Order,

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